

**STADIUM LEASE**

**BY AND BETWEEN**

**THE SPORTS AUTHORITY OF  
THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY, AS LESSOR**

**AND**

**CUMBERLAND STADIUM, L.P., AS LESSEE**

**May 14, 1996**

TABLE OF CONTENTS

ARTICLE 1.  
DEFINITIONS

1.1 Defined Terms ..... 1

ARTICLE 2.  
DEMISE OF THE FACILITIES

2.1 Demise ..... 1  
2.2 Oilers Option ..... 1

ARTICLE 3.  
USE OF THE FACILITIES

3.1 Lessee's Uses ..... 2  
3.2 Lessor's Uses ..... 2  
3.3 TSU Agreement ..... 5  
3.4 Priority of Uses; Scheduling Practices ..... 6  
3.5 Licensees, Contractors and Vendors ..... 8  
3.6 Prior to Substantial Completion Date ..... 8  
3.7 Certain Parking Rights ..... 8

ARTICLE 4.  
RENT

4.1 Pre-Substantial Completion Date Rent ..... 9  
4.2 Post-Substantial Completion Date Rent ..... 9  
4.3 Method and Place of Base Rent Payment ..... 10  
4.4 Offset Rights ..... 10

ARTICLE 5.  
TERM; EXTENSION PERIODS; TERMINATION

5.1 Initial Term ..... 10  
5.2 Extension Options ..... 10  
5.3 Term ..... 10  
5.4 Default Termination Rights ..... 10  
5.5 Other Termination Rights ..... 11  
5.6 Right to Cure ..... 11  
5.7 Exclusive Period ..... 12  
5.8 Effect of Termination ..... 12

ARTICLE 6.  
LESSEE'S SERVING AS FACILITIES OPERATOR

6.1	Rights and Obligations of Operator .....	12
6.2	Maintenance Schedule for Facilities .....	14
6.3	Lessor's Inspection Rights .....	15

zARTICLE 7.  
PAYMENTS, REPAIRS AND IMPROVEMENTS

7.1	Certain Payments by Lessor .....	15
7.2	Certain Payments by Lessee .....	16
7.3	Capital Projects; Capital Fund .....	16
7.4	Voluntary Improvements; Other Improvements .....	16
7.5	Cooperation During Projects .....	19
7.6	Stadium Equipment Expenses .....	19
7.7	Miscellaneous Expenses .....	21
7.8	Lessor Operating Expenses .....	21

ARTICLE 8.  
CASUALTIES AFFECTING THE FACILITIES

8.1	Damage or Destruction .....	22
8.2	Insurance Proceeds .....	23
8.3	Alternatives to Restoration and Repair .....	23

ARTICLE 9.  
TAXES

9.1	Lessor Taxes .....	24
9.2	Reimbursable Taxes .....	24
9.3	Contest Rights .....	25

ARTICLE 10.  
REVENUES AND RELATED RIGHTS

10.1	Rights of Lessee to Revenues .....	25
10.2	Facility Naming .....	25
10.3	Advertising Rights .....	26
10.4	Broadcast Rights .....	26

ARTICLE 11.  
QUIET ENJOYMENT; PRIORITY OF LEASEHOLD INTEREST

11.1	Quiet Enjoyment .....	27
11.2	Leasehold Priority .....	27
11.3	Mortgages .....	28

ARTICLE 12.  
CONDEMNATION

12.1	Total Condemnation .....	28
12.2	Condemnation of Part .....	28
12.3	Temporary Taking .....	29
12.4	Condemnation Proceedings .....	29
12.5	Notice of Condemnation .....	29

ARTICLE 13.  
ASSIGNMENT

13.1	Assignment by Lessee .....	30
13.2	Assignment by Lessor .....	30

ARTICLE 14.  
INSURANCE

14.1	Insurance of Lessor .....	31
14.2	Insurance of Lessee .....	32
14.3	Requirements of Lessor Policies .....	33
14.4	Requirements of Lessee Policies .....	34
14.5	Exercise of Certain Remedies .....	35
14.6	Additional Coverage .....	35
14.7	Primary Coverage .....	36

ARTICLE 15.  
SURRENDER OF FACILITIES

15.1	General .....	36
15.2	Alterations and Improvements .....	36
15.3	Lessee's Property .....	36
15.4	Release Documents .....	37

ARTICLE 16.  
MISCELLANEOUS

16.1	Notices .....	37
16.2	Choice of Law .....	38
16.3	Entire Agreement; Amendments and Waivers .....	38
16.4	References .....	38
16.5	No Third Party Beneficiaries .....	38
16.6	No Merger .....	38
16.7	Recordation of Lease .....	38
16.8	Only Lessor-Lessee Relationship .....	39
16.9	Applicable Standard .....	39
16.10	Multiple Counterparts .....	39
16.11	Interest .....	39
16.12	Non-Binding Mediation .....	39

16.13	Interpretation .....	40
16.14	Offset Limitations .....	40
16.15	Additional Assurances .....	40
16.16	Repayment of Reimbursement Fees; Indemnification .....	40

Schedule 5.5(a)(ii) - Legal Opinions

Annex I - Defined Terms

Annex II - Stadium Site

Annex III - Memorandum of Lease

## STADIUM LEASE

This Stadium Lease (this "*Lease*") is entered into as of the 14th day of May, 1996 by and between The Sports Authority of The Metropolitan Government of Nashville and Davidson County, a public, nonprofit corporation created pursuant to the Tennessee Sports Authorities Act of 1993 ("*Lessor*"), and Cumberland Stadium, L.P., a Tennessee limited partnership ("*Lessee*").

### WITNESSETH:

WHEREAS, Lessor, Lessee, The Metropolitan Government of Nashville and Davidson County (the "*Metropolitan Government*") and Houston Oilers, Inc., a Texas corporation, have entered into that certain Development Agreement dated effective as of March 7, 1996 (such agreement, as amended from time to time, the "*Development Agreement*"); and

WHEREAS, this Lease is entered into in accordance with the Development Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE 1. DEFINITIONS

1.1 **Defined Terms.** Capitalized terms used in this Lease but not defined in the body hereof shall have the meanings ascribed to them in Annex I. Terms defined in the body of this Lease are listed in Annex I by location herein.

### ARTICLE 2. DEMISE OF THE FACILITIES

2.1 **Demise.** Lessor hereby demises and leases to Lessee, and Lessee hereby leases from Lessor, the Facilities for the Term and upon and subject to the terms and conditions of this Lease.

2.2 **Oilers Option.** In the event the Oilers Option is exercised in accordance with the Development Agreement, all references in this Lease to areas of the Facilities that would have existed but for the exercise of such option shall be disregarded and of no effect.

**ARTICLE 3.**  
**USE OF THE FACILITIES**

**3.1 Lessee's Uses.** During the Operating Period, Lessee shall, subject to the other provisions of this Article 3, have the right to possess and use the Facilities as follows:

(a) Lessee shall have the exclusive right to possess and use the Facilities for 30 days during each calendar year (the "*Exclusive Dates*") selected as follows: (i) all Team Home Game Dates shall be deemed to be selected by Lessee and (ii) Lessee may select such additional dates (but not in excess of the 30-day maximum when aggregated with the Team Home Game Dates occurring in any such calendar year) that are not already Reserved Dates by so notifying Lessor from time to time at least 15 days prior to such date, which notice shall specify the date and nature of such proposed Lessee Event. Each such additional date shall become a Reserved Date upon the giving of such notice.

(b) Without counting against the Exclusive Dates and subject to Lessor's right to use and lease the Facilities in accordance with Sections 3.2 and 3.3 and the priority and timing of uses set forth in Section 3.4, Lessee shall have the exclusive right to possess and use the Facilities (i) for a limited period of time on the date immediately preceding a Team Home Game Date on a basis that is reasonable under the circumstances in order to enable both teams to practice and conduct a "walk through" of the Facilities in preparation for the Team Home Game and (ii) on any other date requested by Lessee at least 45 days prior to such date (or such shorter period as Lessor and Lessee on a case by case basis may from time to time agree upon, which agreement Lessor shall not unreasonably withhold), which request shall specify the date and nature of such proposed Lessee Event, provided that, with respect to this clause (ii), (I) such date is not already a Reserved Date and (II) Lessor approves such date, which approval shall not be unreasonably withheld. Upon such approval, such date shall become the Reserved Date for the applicable Lessee Event.

(c) In addition to the rights set forth in Sections 3.1(a) and (b), Lessee shall have the exclusive right to possess and use at all times (even during a Lessor Event) (i) the Reserved Areas and (ii) all other discrete areas of the Facilities the use of which by Lessee does not materially interfere with any Lessor Event.

(d) Lessee Events may be sporting events of any nature (including professional football games), rock concerts and other musical performances, theatrical presentations, boxing matches, religious gatherings, convention meetings and any other event or activity, whether similar or dissimilar to the foregoing, that is not prohibited by Applicable Law.

**3.2 Lessor's Uses.** During the Operating Period, in addition to TSU Home Games (which are covered by Section 3.3 and not this Section 3.2, except as provided in Sections 3.2(h), (i) and (j)), Lessor shall, subject to the priorities set forth in Section 3.4 and except as permitted in Section 3.7, have the right to possess and use the Facilities only for

events (the "*Civic Events*") that satisfy all of the following conditions and procedures listed in this Section 3.2, and Lessee may prohibit Lessor's use of the Facilities pursuant to this Section 3.2 with respect to any event not satisfying all of the following conditions and procedures:

(a) Lessee shall have received at least 45 days' prior notice (or such shorter period as Lessor and Lessee on a case by case basis may from time to time agree upon, which agreement Lessee shall not unreasonably withhold) from Lessor of any Civic Event proposed to be conducted at the Facilities, which notice shall set forth the requested date for such event and shall identify in all material respects to the extent then known the nature of the event, the sponsor, the areas of the Facilities to be utilized, the terms (including ticket prices) of admission, the expected attendance, any special security or other arrangements and any other relevant information reasonably necessary for Lessee to perform its duties as the operator of the Facilities and to enable Lessee to determine (acting reasonably) that the conditions and procedures set forth in this Section 3.2 with respect to such event have been satisfied. Lessor shall update the content of such notice from time to time promptly upon becoming aware of any changes in the information given above and any additional relevant information of the type described above. The date for the Civic Event set forth in the notice referred to in the first sentence of this Section 3.2(a) shall, subject to the other provisions hereof, upon the giving of such notice become the Reserved Date for such Civic Event.

(b) In no event shall any Civic Event be scheduled on any date that is already a Reserved Date. Unless consented to by Lessee (which consent will not be unreasonably withheld), in no event shall any Civic Event be a football game, soccer game or other game requiring use of the Playing Field scheduled on any date between August 1 and February 1 (or during such other period determined from time to time by the NFL as the period during which the NFL shall hold its season of NFL Games). It shall be deemed reasonable for Lessee to withhold its consent, and it shall be permissible for Lessee to revoke its consent (whereupon such consent shall be deemed not to have been given), pursuant to the preceding sentence if, in Lessee's sole judgment and discretion, Lessee believes (or after initially granting its consent, weather or other conditions lead Lessee to believe) that the playing of any such game will damage (other than de minimis damage) or otherwise render the Playing Field unsuitable for purposes of the Team Home Games or that use of the Facilities on the date requested for such game is likely to conflict with the use of the Facilities for a Team Home Game Date or for the purposes described in Section 3.1(b)(i).

(c) In no event shall any Civic Event that utilizes the Playing Field result in, or as determined in Lessee's sole judgment and discretion, pose a reasonable possibility of damaging (other than de minimis damage) or rendering unsuitable the Playing Field for the playing of any Team Home Games thereon. Lessee may acquire (to be paid for in accordance with the next sentence) a protective covering of material approved of by it to be maintained over the Playing Field during any Civic Event that would utilize the Playing Field in any manner. If such covering is not then available at the Facilities or if the use of any available covering would render same unsuitable for Lessee's use, Lessor shall pay for such covering; provided that Lessor and Lessee shall allocate the costs of any such protective covering in an equitable manner in the event that such covering is to be used in connection with the use of the Facilities for both Lessee Events and Lessor Events.

(d) The conduct of each Civic Event shall be subject to the rules and regulations referred to in Section 6.1(n).

(e) In no event shall any Civic Event be a professional football game.

(f) In no event shall any Civic Event be for a use other than a Civic Use, provided that up to three Civic Events per Lease Year may be for a Special Use.

(g) Lessor shall be obligated to reimburse Lessee (within ten business days after receipt of invoice therefor) for the incremental costs described in the definition of "Civic Event Revenues" that have not been netted against the related Civic Event Revenues, and Lessee shall be entitled to net such costs against such revenues in Lessee's possession. Lessee shall remit or cause to be remitted all Civic Event Revenues in Lessee's possession to Lessor within ten business days following the Civic Event giving rise to such revenues, together with a summary event reconciliation statement. Should Lessor object to the amount of Civic Event Revenues for any Civic Event as shown in such summary event reconciliation statement, Lessor shall notify Lessee of such objection within 30 days after Lessor's receipt thereof. If after 30 days after Lessor gives any such objection notice, the parties are unable to agree upon the amount of Civic Event Revenues for such Civic Event, Lessor may instruct Lessee at Lessee's expense to engage Lessee's accountants (which shall be nationally recognized independent certified public accountants) to review the amount of Civic Event Revenues for such Civic Event, including such portion of Lessee's Books and Records as are necessary for such accountants to verify the amount of Civic Event Revenues from the corresponding Civic Event. Lessee shall direct such accountants (i) to deliver their report (which shall be addressed to Lessor and Lessee) to Lessor and Lessee within a reasonable period (and in no event later than 45 days) after being notified to proceed with their review; (ii) to advise Lessor and Lessee in such report whether the amount of Civic Event Revenues set forth in the corresponding summary event reconciliation statement is correct; and (iii) if such amount of Civic Event Revenues is incorrect, to advise Lessor and Lessee in such report (I) what the actual amount of Civic Event Revenues should be for the given Civic Event, and (II) what payment adjustments between Lessor and Lessee are necessary as a result of such accountants' report. The report of such accountants will be binding upon the parties. Such accountants shall not be considered to be agents, representatives or independent contractors of Lessor. Within ten days after its receipt of such accountants' report for any Civic Event, Lessor or Lessee, as applicable, will pay the amount (if any) that it owes to the other party under this Section 3.2(g) in accordance with the accountants' report. Within ten business days after Lessor's receipt or control thereof, Lessor shall (A) deposit into the Capital Fund Lessor's share of the profit generated from any Civic Event involving a Special Use (even if same exceeds the amount that Lessor is obligated to contribute under Section 7.3) including, without limitation, profit arising from Broadcast Rights and Advertising Rights relating to any such Civic Event, which share shall not be less than 50% of the total profit from such event, Broadcast Rights and Advertising Rights, and (B) deliver to Lessee a summary reconciliation statement of such profits, and Lessee shall be given the opportunity to review Lessor's Books and Records during normal business hours and upon reasonable advance notice in order to verify the satisfaction of Lessor's obligations hereunder.

(h) Use of the luxury or party suites and related areas in the Facilities during Lessor Events shall be limited to the licensees of Lessee or its Affiliates (whether pursuant to PSLs or other license agreements or arrangements) and their invitees but such Persons' use shall be conditioned on the licensees' payment for the use of such suites and areas on a per ticket basis at the applicable ticket price.

(i) Lessor shall promptly repair or cause to be repaired any damage caused at a Lessor Event.

(j) Neither Lessor, TSU nor any lessee or licensee of Lessor (other than Lessee) shall have the right to possess or use any of the Reserved Areas during any Lessor Event or otherwise. Notwithstanding the foregoing, at the request of Lessor or TSU, Lessee, as operator of the Facilities (or Lessee's concessionaires, service providers and other Persons to whom Lessee gives the exclusive right to use and occupy certain portions of the Reserved Areas), shall operate (or use its reasonable efforts to cause such concessionaires, service providers and other Persons to operate) the Reserved Areas described in clauses (a), (b) and (c) of the definition of "Reserved Areas" during or in connection with Lessor Events.

### **3.3 TSU Agreement.**

(a) Lessee acknowledges that Lessor has the right to lease the use of the Facilities to Tennessee State University ("**TSU**") pursuant to which TSU will be permitted to use the Facilities (including the TSU locker room that will be constructed as part of the Facilities) to play the TSU Home Games on the TSU Home Game Dates, subject to the priorities established in Section 3.4 and Lessee's other rights granted in this Lease (including, without limitation, Lessee's right to operate the Facilities during any TSU Home Game). The TSU Agreement shall provide that TSU shall be obligated to reimburse Lessee (within ten business days after receipt of invoice therefor) for the incremental costs described in the definition of "TSU Revenues" that have not been netted against the related TSU Revenues, and the TSU Agreement shall permit Lessee to net such costs against such revenues in Lessee's possession and control. Unless Lessor otherwise instructs, Lessee shall remit, or cause to be remitted, such TSU Revenues to TSU within ten business days after the TSU Home Game giving rise to such revenues, together with a summary event reconciliation statement. Due to Lessee's substantial interest in the use of the Facilities (arising from, among other reasons, Lessee's duty as operator of the Facilities, the procedures by which events are scheduled and Lessee's concern for the maintenance and condition of the Facilities), Lessor agrees that, prior to entering into any such agreement with TSU or any amendment, renewal or extension thereof or any other or subsequent agreement relating to the playing by TSU of football games at the Facilities (collectively, the "**TSU Agreement**"), Lessor shall submit the form of the TSU Agreement to Lessee, and Lessee shall be given 15 days thereafter to review the TSU Agreement to confirm that the TSU Agreement (i) does not conflict with the terms of this Lease or any other contractual obligation of Lessee or its Affiliates with respect to the Facilities, including, without limitation, any obligation relating to the use of the services of particular concessionaires, and (ii) contains only those terms and conditions as may be mutually agreed upon by Lessor, TSU and Lessee, which agreement by Lessee shall not be unreasonably withheld. In order to assist in causing such mutual agreement to occur, Lessor shall keep Lessee regularly advised in reasonable detail of

all negotiations concerning the TSU Agreement and, if so requested by Lessee, shall permit Lessee to attend, monitor and assist in such negotiations. Lessee shall, within such 15 day period, notify Lessor if Lessee discerns any such conflict with the terms of this Lease or if such form of the TSU Agreement contains terms and conditions not agreed upon by Lessee. Lessor shall not enter into the TSU Agreement until any such conflict has been cured or the form of the TSU Agreement has been revised to include or delete, as applicable, terms that will satisfy Lessee's reasonable objections, and such cure or revision shall not be deemed to have occurred until Lessee indicates its approval thereof in writing. Failure of Lessee to respond in writing to Lessor within 15 days after the delivery of the form of TSU Agreement (or any revision thereof) to Lessee shall be deemed to be Lessee's consent and agreement thereto. Lessee shall not be obligated to approve the TSU Agreement if the TSU Agreement fails to comply with the requirements of Sections 10.3 and 10.4 or will cause Lessee to violate any of its contractual obligations or those of its Affiliates with respect to the Facilities, including, without limitation, any obligation relating to the use of the services of particular concessionaires. The TSU Agreement shall require TSU to notify Lessor and Lessee as soon as TSU schedules a TSU Home Game (by entering into a written contract with the opposing team), a copy of which contract shall be furnished with such notice, and that TSU Home Game Date shall, subject to the other provisions hereof, thereupon become a Reserved Date. The conduct of TSU Home Games shall be subject to the rules and regulations referred to in Section 6.1(n).

(b) On or before May 1 of each Lease Year, Lessee at its expense shall cause Lessee's accountants (which shall be nationally recognized independent certified public accountants) to review the TSU summary event reconciliation statements referred to in Section 3.3(a) for TSU Home Games held during the preceding TSU football season and such portion of Lessee's Books and Records as are necessary to verify the aggregate amount of TSU Revenues for such fiscal year. Lessee shall direct such accountants (i) to deliver their report (which shall be addressed to Lessor, Lessee and TSU) to Lessor, Lessee and TSU within 90 days after the end of Lessee's fiscal year; (ii) to advise Lessor, Lessee and TSU whether the aggregate amount of TSU Revenues set forth in the TSU summary event reconciliation statements for such fiscal year is correct; and (iii) if the aggregate amount of TSU Revenues set forth in such TSU summary event reconciliation statements is incorrect, to advise Lessor, Lessee and TSU in such report (I) what the actual amount of TSU Revenues for such fiscal year were, and (II) what payment adjustments among Lessor, Lessee and TSU are necessary as a result of such accountants' report. The accountants' report will be binding upon Lessor, Lessee and TSU. Such accountants shall not be considered to be agents, representatives or independent contractors of Lessor or TSU. Within ten days after its receipt of such accountants' report, Lessor, Lessee or TSU, as applicable, will pay the amount (if any) that it owes to either or both of the others under this Section 3.3(b) in accordance with the accountants' report.

### **3.4 Priority of Uses: Scheduling Practices.**

(a) Lessor and Lessee agree that the highest priority use of the Facilities (with preference over all others) shall be to serve as the site for NFL professional football games, including the Team Home Games, and Lessor and Lessee shall exercise their rights under this Lease to cause the Facilities to be used for such purpose. Subject to the other terms and conditions of this Lease, Lessee shall maintain the Facilities in such condition as may be

required to allow such Team Home Games to be played at the Facilities in accordance with Applicable Law, NFL Rules and Regulations and the terms of this Lease. All other uses of the Facilities (by Lessor, by Lessee, by TSU pursuant to the TSU Agreement or by the permitted sublessees or licensees of Lessor and Lessee) shall be scheduled and conducted in a manner to comply with the priorities established in the first sentence of this Section 3.4. Lessor and Lessee acknowledge that under current scheduling practices (i) regular season NFL Games are not scheduled on Saturdays during the college football regular season and (ii) TSU regular season football games are scheduled in advance of the determination of the NFL Schedule and on Saturdays. Any TSU Agreement that is entered into after any change in such scheduling practices shall take such change into account in determining the TSU Home Game Dates. Accordingly, it is contemplated that the TSU Agreement will contain provisions permitting the scheduling (even before the determination of the NFL Schedule for the season in question) of TSU Home Games on particular dates that are Saturdays, but prohibiting the scheduling of TSU Home Games on Sundays and Mondays unless and until such NFL Schedule is determined. Lessor and Lessee shall exercise good faith and cooperate with one another to resolve conflicts with respect to the use of the Facilities or potential conflicts that may arise if current scheduling practices change. Without limiting the generality of the preceding sentence, Lessor and Lessee acknowledge that a TSU Home Game Date or a Civic Event may occur on the date immediately preceding a Team Home Game Date and that, because of Lessee's right to use the Facilities on the date preceding a Team Home Game Date for practice and "walk-through" purposes, a scheduling conflict may arise. Lessor and Lessee will cooperate in the manner required by this Section 3.4 concerning the time of the TSU Home Game or Civic Event and the time of the use of the Facilities by both teams participating in a Team Home Game for pre-game day practice and "walk-through" purposes in a manner that reasonably accommodates both uses, and the TSU Agreement will contain provisions requiring such cooperation; provided that, in the event any such conflict arises, Lessee shall cause any "walk-through" or practice session to end not later than 1½ hours before the scheduled kickoff time of the TSU Home Game and to begin not earlier than one hour after the end of such game.

(b) The regular season Team Home Game Dates in each NFL Schedule shall become Reserved Dates at the time of the determination of such NFL Schedule, each preseason Team Home Game Date shall become a Reserved Date at the time the NFL approves the date of and the contract for such game, and each playoff Team Home Game Date shall become a Reserved Date at the time such date is specified by the NFL; provided that, if the NFL shall change the date for a Team Home Game after such date has become a Reserved Date, the new date shall become the Reserved Date and the former date shall no longer be a Reserved Date; and provided further that Lessee shall use reasonable efforts to avoid any such change that will result in a rescheduling of a Reserved Date that is a TSU Home Game Date. Lessee shall promptly notify Lessor each time the Reserved Date for a Team Home Date is determined as provided above. Notwithstanding any other provision of this Lease, in the event any previously scheduled Reserved Date for a Lessor Event conflicts with the date that becomes the Reserved Date for a Team Home Game, the Reserved Date for such Lessor Event shall no longer be a Reserved Date because of the priority given to Team Home Games, and Lessor shall be given the first opportunity (over and above any then pending request by Lessee for a Reserved Date) to reschedule such Lessor Event on a date that is not then a Reserved Date, subject, however, to further rescheduling upon the occurrence of a conflict described in this Section 3.4(b).

### **3.5 Licensees, Contractors and Vendors.**

(a) With respect to any rights granted Lessee under this Lease (including the right to use the Facilities or any portion thereof, including the Reserved Areas as specified above in this Article 3) and any obligations imposed on Lessee under this Lease (including the obligation to operate and maintain the Facilities), Lessee shall be permitted to enter into such licenses and subtenancies, grant such concessions, engage such third party vendors and contractors and enter into such other agreements or arrangements with other Persons as Lessee deems necessary, advisable or desirable to fully enjoy and exploit such rights and fully perform such obligations; provided that no such license, subtenancy, concession or contract shall release Lessee from any obligations under this Lease unless same is made in accordance with the provisions of Section 13.1(b), and such license, subtenancy, concession or contract shall be subject to this Lease; and provided further that Lessor and Lessee hereby acknowledge and agree that, pursuant to the Development Agreement, Lessor has sold and granted and may hereafter sell and grant certain permanent seat and club seat licenses with respect to certain Stadium seating in the Facilities and has collected PSL Revenues in connection therewith, and Lessee agrees to assume, or cause an Affiliate of Lessee (having the requisite power and ability to perform, or cause to be performed, Lessee's obligations hereunder) to assume, the obligations under the PSL Agreements in accordance with the terms thereof. The term of any such license, subtenancy, concession or contract shall not extend beyond the end of the Term.

(b) Lessee shall cause all agreements between itself and its licensees, subtenants, vendors, contractors and other parties providing services at the Facilities in connection with both Lessee Events and Lessor Events to provide such services at Lessor Events on terms no less favorable than those on which services are provided at Lessee Events (except to the extent, if any, that the nature of or number of attendees at a Lessor Event makes it commercially unreasonable to provide such terms) unless Lessor consents otherwise.

**3.6 Prior to Substantial Completion Date.** While Lessee's basic rights of possession and use relate to the Operating Period as referred to in Section 3.1, the parties recognize that certain portions of the Facilities may be completed prior to the Substantial Completion Date (including, without limitation, the Practice Facility, certain parking areas and certain offices), and Lessee shall be permitted to possess and use such portions of the Facilities as soon as same are ready for occupancy in accordance with Applicable Law, and Lessee shall not be required to make any additional payments to Lessor in connection with such accelerated possession and use. Lessee shall indemnify and hold Lessor harmless from and against any and all damages arising out of or resulting from the use by Lessee or its agents or invitees of any portion of the Facilities prior to the commencement of the Operating Period except to the extent attributable to the gross negligence or willful misconduct of Lessor or its employees or agents.

**3.7 Certain Parking Rights.** Notwithstanding the requirements and procedures set forth in Section 3.2 but subject to Section 7.4 and the remaining provisions of this Section 3.7, Lessor shall have the right to possess and use all of the Facilities' outdoor parking area other than a portion of the parking area that is set aside and reserved for Lessee's use, which set aside and reserved portion (a) shall be a specific area agreed upon between Lessor and Lessee (each acting reasonably) as soon as possible after the date hereof, (b) shall be in

close proximity to the Stadium and (c) shall be sufficient to accommodate parking and efficient ingress and egress for 1500 vehicles. The portion of the parking area that is to be used by Lessor, as adjusted from time to time pursuant to the other provisions of this Section 3.7, is referred to as the "**Lessor Parking Area.**" Lessor shall ensure that the use of the Lessor Parking Area is limited to parking. Notwithstanding the provisions set forth in Section 6.1, Section 7.2 or elsewhere in this Lease, Lessor shall, at its expense and in connection with the Lessor Parking Area, (i) segregate (by having appropriate dividers) the Lessor Parking Area from the other portions of the Facilities with appropriate gates or openings therein to permit during Lessee Events and Lessor Events adequate traffic flow between the Lessor Parking Area and access roads and other portions of the Facilities' parking areas, (ii) erect signage on the perimeter fences of the Lessor Parking Area identifying Lessor (by name, address and telephone number) as the operator of such area, (iii) provide commercial liability and other insurance coverage in the amounts and on such terms as are specified in Article 14, (iv) ensure that all portions of the Lessor Parking Area are available for use with respect to Lessee Events at all times on each Reserved Date for a Lessee Event (provided that, with respect to such Reserved Dates scheduled to occur on any business day (Monday through Friday), Lessor's obligation shall be to ensure that all portions of the Lessor Parking Area are available for use with respect to Lessee Events within a reasonable time period prior to the commencement of such Lessee Event and for a reasonable time period after the end of such Lessee Event) and shall tow or otherwise remove, and Lessor hereby authorizes Lessee to tow or otherwise remove, in each case at Lessor's expense, all vehicles remaining on the Lessor Parking Area in violation of this clause (iv), (v) comply with the rules and regulations referred to in Section 6.1(n), which rules and regulations, as they relate only to Lessor's use of the Lessor Parking Area, must be approved by Lessor (not to be withheld unreasonably), (vi) operate and maintain the Lessor Parking Area in good condition and repair, normal wear and tear excepted, and in a manner reasonably consistent with practices in effect at parking facilities at Comparable Facilities, and in accordance with Applicable Law, and (vii) bear all expenses, including all third party claims for personal injury, property damage or otherwise, arising out of or in connection with the Lessor Parking Area, other than expenses arising out of or in connection with Lessee Events.

#### **ARTICLE 4. RENT**

Lessee, in consideration of the leasing of the Facilities on the terms of this Lease, hereby covenants and agrees to pay Lessor Rent as follows:

**4.1 Pre-Substantial Completion Date Rent.** Lessee shall not be required to pay any Rent during the period of the Term preceding the Substantial Completion Date.

**4.2 Post-Substantial Completion Date Rent.** For each Lease Year, Lessee shall pay Lessor as annual rent hereunder an amount equal to \$3,000,000, minus the Oilers Option Adjustment Amount, minus the Additional Adjustment Amount (the "**Base Rent**"); provided that, (a) except as provided in clause (b), in no event shall the Base Rent calculated under this Section 4.2 (*i.e.*, before taking into account the offset rights in Section 4.4 or the other provisions of this Lease providing for the reduction of Rent) for any Lease Year be less

than \$2,200,000, and (b) the amount that would otherwise be the Base Rent for the last Lease Year shall be multiplied by a fraction, the numerator of which shall be the number of months in such last Lease Year and the denominator of which shall be 12. The Base Rent shall be recalculated as of the date any Lump Sum Payment is made. The Base Rent shall be payable in equal monthly installments.

**4.3 Method and Place of Base Rent Payment.** The Base Rent shall be paid, without demand, when due by check to Lessor at its address set forth in Section 16.1 or wire transfer of immediately available funds to Lessor, and if paid by wire transfer, the payment shall be made into such bank account in the State as Lessor may specify in advance from time to time. Lessee shall pay into the Capital Fund the portion, if any, of the Base Rent that is payable solely by reason of the inclusion of Section 4.2(a) in this Lease.

**4.4 Offset Rights.** Except as provided at Sections 16.14 and 16.16, Lessee shall be entitled to offset against the Rent due hereunder, or against any other amount owing by it to Lessor from time to time, any amount owed to Lessee by Lessor hereunder.

## **ARTICLE 5. TERM; EXTENSION PERIODS; TERMINATION**

**5.1 Initial Term.** The initial term of this Lease (the "*Initial Term*") shall commence on the date set forth in the introductory paragraph of this Lease and shall continue thereafter until 90 days after the last NFL Game played during the 2028 NFL season.

**5.2 Extension Options.** Lessee shall have the option (the "*First Extension Option*"), exercisable by notifying Lessor not less than 18 months in advance of the scheduled expiration of the Initial Term, to extend the term of this Lease for a period of one year for each Non-Stadium Games Season (the "*First Extension Period*"). Lessee shall have the option (the "*Second Extension Option*"), exercisable by notifying Lessor not less than 18 months in advance of the scheduled expiration of the Initial Term or (if there is at least one Non-Stadium Games Season and if the First Extension Option is exercised) the First Extension Period, to extend the term of this Lease for a ten year period (the "*Second Extension Period*"). If, but only if, there is at least one Non-Stadium Games Season, Lessee must exercise the First Extension Option in order to have the right to exercise the Second Extension Option.

**5.3 Term.** The "*Term*" of this Lease shall commence on the commencement of the Initial Term and shall terminate on the last day of the Initial Term, plus the First Extension Period (if Lessee exercises the First Extension Option), plus the Second Extension Period (if Lessee exercises the Second Extension Option).

**5.4 Default Termination Rights.** Upon the occurrence of a Lessee Default, Lessor may terminate this Lease by notifying Lessee, whereupon this Lease shall terminate 30 days thereafter. Upon the occurrence of a Lessor Default, Lessee may terminate this Lease by notifying Lessor, whereupon this Lease shall terminate 30 days thereafter. No notice given under this Section 5.4 shall be effective as a termination notice unless termination under this

Section 5.4 is specifically referenced therein. Except with respect to remedies available hereunder or under the Development Agreement that are designated as being "exclusive remedies" with respect to a particular matter, the party exercising its termination rights in accordance with this Section 5.4 shall have such other rights and remedies as may be available at law or in equity.

### **5.5 Other Termination Rights.**

(a) Either Lessor or Lessee may terminate this Lease by delivering written notice of such termination to the other party hereto:

(i) on or after June 6, 1996, unless prior to such date Amendment No. 1 to Development Agreement shall have been executed and delivered by the Metropolitan Government, Lessor, the NFL Team Entity and Lessee;

(ii) on or after June 6, 1996, unless prior to such date the respective counsel to the Metropolitan Government, Lessor, the NFL Team Entity and Lessee shall have delivered to each of such entities a written opinion, dated as of the effective date of Amendment No. 1 to Development Agreement, addressing the issues set forth in Schedule 5.5(a)(ii) hereto, which opinions shall be reasonably acceptable to each recipient thereof; or

(iii) if the NFL's approval of the relocation of the Team to Nashville, Tennessee is withdrawn, voided or otherwise made of no force or effect by the NFL as the result of the enactment of legislation adopted by the 104th Congress of the United States of America.

(b) Either Lessor or Lessee may terminate this Lease by delivering notice of such termination to the other party at any time after 12:00 p.m. noon (Nashville, Tennessee time) on May 17, 1996; provided, however, that neither party hereto may terminate this Lease pursuant to this Section 5.5(b) after the Sports Authority shall have entered into an agreement (the terms and provisions of which shall have been approved in writing by the Lessee) pursuant to which the other parties thereto have agreed to purchase certain licenses relating to the Stadium, with such parties having an aggregate commitment of \$12,400,000.

(c) This Lease may also be terminated in accordance with Sections 8.3, 9.2 and 12.1 and shall terminate upon the termination of the Development Agreement.

**5.6 Right to Cure.** Upon the occurrence of a Lessee Default or a Lessee Notice Event, Lessor may, but shall not be obligated to, at any time after Lessor has notified Lessee of the occurrence thereof and before Lessee cures same, make such payment or perform such action that Lessee failed to make or perform without waiving its other rights hereunder or rights available at law or in equity and without releasing Lessee from any of Lessee's obligations hereunder. Upon the occurrence of a Lessor Default or a Lessor Notice Event, Lessee may, but shall not be obligated to, at any time after Lessee has notified Lessor of the occurrence thereof and prior to Lessor's curing same, make such payment or perform such action that Lessor failed

to make or perform without waiving its other rights hereunder or rights available at law or in equity and without releasing Lessor from any of Lessor's obligations hereunder. On demand, the defaulting party shall reimburse the curing party for all payments made or costs incurred in connection with the exercise of its rights under this Section 5.6, together with interest thereon at the Default Rate from the date of any such payment or the incurrence of any such cost until the date reimbursed.

**5.7 Exclusive Period.** During the six month period (the "*Exclusive Period*") commencing 18 months before the end of the Term, the Team Parties shall have the exclusive right to negotiate with Lessor, and Lessor shall negotiate exclusively with the Team Parties during such period, concerning the management and operation of the Facilities and the use of Facilities as the site (on a priority basis) for the Team Home Games after the Term. If such negotiations do not result in written agreements among the parties, then during the six month period that follows the Exclusive Period, the Team Parties shall have the right of first refusal to match any offer that Lessor may receive and wish to accept relating to the management and operation of the Facilities or the playing of professional football games at the Facilities after the Term, which right shall be exercisable by Lessee by delivering notice thereof within 30 days after delivery to Lessee of notice of any offer that Lessor is willing to accept (including therewith a copy of the contract or other writing evidencing such offer, or if there is no such writing, a written statement in reasonable detail of all material terms of such offer). If the Team Parties exercise such right, appropriate contracts (on the same basis as such offer) shall be entered into between Lessor and the Team Parties.

**5.8 Effect of Termination.** Upon the termination of this Lease, neither Lessor nor Lessee shall have any further obligations or liabilities accruing hereunder after such termination, provided that termination of this Lease shall not affect any obligations or liabilities attributable to the period prior to such termination or that arise by reason of such termination.

## ARTICLE 6. LESSEE'S SERVING AS FACILITIES OPERATOR

**6.1 Rights and Obligations of Operator.** Subject to the other provisions of this Lease (including, without limitation, Sections 3.2, 3.3, 3.5, 3.7, 7.1, 7.2 and 7.8) and as additional consideration by Lessee for the benefit of Lessor for Lessee's right to use the Facilities in accordance with this Lease, Lessee shall have the exclusive right, power, authority and obligation to direct all aspects of the operation, management and control of the Facilities at all times during the Operating Period (*i.e.*, 365 or 366 days per year, as applicable), acting as an independent contractor and not as an agent of Lessor. Lessee shall have such discretion in the operation, management and control of the Facilities as may be needed to perform efficiently its responsibilities under this Lease. Without limiting the generality of the foregoing and without limiting Lessor's and Lessee's rights and obligations set forth in other Sections of this Lease, during the Operating Period Lessee hereby agrees to perform the following, and subject to the foregoing, Lessee shall have the exclusive right and obligation to:

(a) Operate and maintain the Facilities, or cause the Facilities to be operated and maintained, in good condition and repair, normal wear and tear excepted, in a manner reasonably consistent with Comparable Facilities;

(b) Exercise and perform its rights and obligations under this Lease with respect to the Facilities in accordance with Applicable Law;

(c) Regulate the use of the Facilities consistent with the provisions of Article 3 and, in furtherance thereof, submit to Lessor prior to the beginning of each fiscal year of the Metropolitan Government an annual operating plan for such fiscal year indicating the type and nature of events that are then contemplated for such fiscal year (based on information then available), and Lessor shall be permitted to consult with and advise Lessee (but shall not have veto power) with respect to the nature and appropriateness of Lessee Events (other than Team Home Games) scheduled at the Facilities;

(d) Employ, engage, promote, discharge and otherwise supervise and control the work of all employees, and contract with all independent contractors, deemed necessary or advisable by Lessee to discharge its responsibilities under this Lease;

(e) Identify and contract with all concessionaires and vendors selling food, beverages, novelties, souvenirs, programs, merchandise and wares of any nature whatsoever in any part of the Facilities (both inside and outside of the Stadium);

(f) Operate, or cause to be operated, all restaurants and other dining facilities located in the Facilities;

(g) Establish procedures, rules and policies regarding employee relations, and all aspects of advertising, publicity and promotion;

(h) Except as provided in the Development Agreement, directly or through its Affiliates, sell, market and establish the price of, and license arrangements with respect to, all admittance to the Facilities, including, but not limited to, general admission seating, club seating and luxury suite seating, for all events at the Facilities other than the Lessor Events (provided that use of the luxury or party suites and related areas of the Facilities during Lessor Events shall be in accordance with Section 3.2(h));

(i) Manage and operate parking at the Facilities;

(j) Contract for and manage security personnel and systems for the Facilities and otherwise control all aspects of access (including restricting access) to the Facilities;

(k) Provide and enter into contracts for the furnishing to the Facilities of (i) all utilities, including electricity, gas, sewage, water and telephone, (ii) cleaning and janitorial services and adequate dumpsters and trash removal, (iii) parking and shuttle services, (iv) elevator and boiler maintenance service, air conditioning maintenance service and other

equipment maintenance service, (v) laundry service, and (vi) any and all services deemed advisable by Lessee;

(l) Purchase all supplies and materials regularly used and consumed in the maintenance and operation of the Facilities;

(m) Obtain and maintain licenses and permits in the management and operation of the Facilities in accordance with Applicable Law (other than licenses and permits required for the construction of the Facilities or required to be obtained by Lessor, which Lessor will obtain or caused to be obtained at Lessor's expense), and Lessor agrees to promptly execute and deliver any and all applications and other documents and to otherwise cooperate to the fullest extent with Lessee in applying for, obtaining and maintaining such permits and licenses;

(n) Impose and enforce such rules and regulations governing use of the Facilities as it may establish from time to time (acting reasonably and subject to prior consultation with Lessor with respect thereto, but with Lessor not to have veto power thereover) to assist in ensuring the use of the Facilities by all Persons consistent with the terms of this Lease (with a copy of such rules and regulations and any amendments thereto to be furnished to Lessor and TSU promptly after the promulgation thereof); and

(o) Maintain accurate and customary business books and records with respect to the operation of the Facilities, including, without limitation, books and records with respect to the computer program described in Section 6.2 (the "*Books and Records*").

**6.2 Maintenance Schedule for Facilities.** Prior to or within a reasonable time following the commencement of the Operating Period, Lessee shall obtain (whether by license or purchase) a maintenance computer program acceptable to Lessor (which acceptance shall not be unreasonably withheld and which acceptance shall be granted if such program is comparable to that being used in Comparable Facilities) that will enable Lessee to develop, maintain and utilize a maintenance schedule for the Facilities and the major items of the furniture, fixtures and equipment that are a part of the Facilities based upon the manufacturer's maintenance schedule corresponding to each such item of such furniture, fixture or equipment. Such computer program will (to the extent commercially available at a reasonable cost) (a) provide for the creation of an equipment record for each such item of furniture, fixture and equipment that contains a description of each such item and the manufacturer's specifications therefor, (b) develop work orders for the maintenance to be undertaken at the Facilities and (c) provide for the inputting of information following the completion of each work order in order to develop a history of the maintenance conducted at the Facilities. Except as otherwise provided in this Lease and subject to the other terms of this Lease (including, without limitation, Sections 7.1 and 7.2), Lessee shall perform or cause to be performed the maintenance services required under each work order produced by the computer maintenance program contemplated hereby and shall (to the same extent as being done so in Comparable Facilities) maintain, or cause to be maintained, each item of furniture, fixture and equipment that is a part of the Facilities in accordance with the manufacturer's specifications therefor.

### **6.3 Lessor's Inspection Rights.**

(a) Lessee and Lessor recognize that Lessor has a substantial interest in the manner in which the Facilities are operated and maintained and has a responsibility to the public to ensure that the Facilities are operated and maintained in a manner consistent with public facilities. In furtherance of the foregoing, Lessor and its agents and representatives shall, subject to the remaining provisions of this Section 6.3, have the right at all times during usual business hours or at any other time in case of an emergency (if immediate access is required) to enter into and upon any and all parts of the Facilities for the purpose of inspecting the same and to inspect at the Facilities Lessee's maintenance records and repair records with respect to all or any portions of the Facilities (including the data maintained in accordance with Section 6.2). Notwithstanding the foregoing, Lessor shall only have the foregoing inspection rights if (i) Lessor provides Lessee with reasonable notice in advance of the date on which it intends to conduct such inspection (except in the case of an emergency, in which case such advance notice shall be reduced to a reasonable advance notice under the circumstances), and (ii) no such inspection unreasonably interferes with Lessee's use of the Facilities and its other rights under this Lease (and in no event shall any such inspection occur during a Lessee Event or a Lessor Event, except in the case of emergencies requiring access to the Facilities during such events), including its rights as operator, and Lessee is permitted to accompany Lessor while it conducts such inspection. Lessor will maintain, and will cause all of its agents and representatives that inspect any portions of Lessee's maintenance Books and Records to maintain, all information obtained through any such inspection in strict confidence and not to disclose or use such information except as may be compelled by Applicable Law. If disclosure of any information obtained from such inspection is sought from Lessor or any of its agents or representatives, Lessor will promptly notify Lessee thereof and will exercise all reasonable efforts to assist Lessee, at Lessee's expense, in obtaining a protective order or reasonable assurance that confidential treatment will be afforded such information.

(b) Except as expressly provided in this Lease, neither Lessor nor its agents and designees shall have the right to inspect, remove or copy any of the Books and Records, contracts, agreements (including all maintenance contracts and all agreements with concessionaires and other suppliers of goods and services), financial records or other documents, data and materials of Lessee or any Affiliate of Lessee.

## **ARTICLE 7. PAYMENTS, REPAIRS AND IMPROVEMENTS**

**7.1 Certain Payments by Lessor.** Except to the extent that other provisions of this Lease (including Section 7.2) expressly require Lessee to bear, pay and be responsible for any of the following, Lessor shall be obligated to bear, pay and be responsible for (a) Lessor Operating Expenses (to the extent required by Section 7.8), (b) subject to the Stadium Equipment Availability Amount limitations set forth in Section 7.6 with respect to Stadium Equipment Expenses, all Capital Project Expenses, (c) all Lessor Voluntary Improvement Expenses, (d) all Casualty Expenses, (e) all Condemnation Expenses, (f) all Lessor Parking Expenses and (g) Lessor's Share of Improved Item Expenses.

**7.2 Certain Payments by Lessee.** Lessee shall be obligated to bear, pay and be responsible for (a) all Operating Expenses (except Lessor Operating Expenses), (b) all Special Capital Project Expenses, (c) all Lessee Voluntary Improvement Expenses, (d) Lessee's Share of Improved Item Expenses, and (e) Stadium Equipment Expenses that are, subject to the provisions of Section 7.6, to be borne by Lessee pursuant to Section 7.6.

**7.3 Capital Projects; Capital Fund.** Subject to Section 7.5, Lessor shall cause all Capital Projects that give rise to Capital Project Expenses or Improved Item Expenses to be borne by Lessor pursuant to Section 7.1 to be implemented and completed as promptly as possible. As provided in the Development Agreement, the Metropolitan Government shall establish and maintain for the sole benefit of Lessor a segregated account (the "*Capital Fund*"), the purpose of which shall be to accumulate funds for the payment of Capital Project Expenses and Improved Item Expenses for which Lessor is financially responsible under this Lease. Lessee shall have the right to obtain funds from the Capital Fund to the extent provided in Section 7.6. The funds in the Capital Fund shall be invested only in Permitted Investments. On or before the Substantial Completion Date, Lessor shall deposit into the Capital Fund the sum of \$500,000. In addition, on or before the first day of each and every Lease Year after the first Lease Year, Lessor shall deposit the Annual Capital Fund Deposit into the Capital Fund. All funds in the Capital Fund shall be the property of Lessor. Funds deposited in the Capital Fund may be used only to pay for Capital Project Expenses and Improved Item Expenses for which Lessor is financially responsible hereunder. Notwithstanding anything in this Lease to the contrary, Lessor's financial responsibility with respect to such Capital Project Expenses and Lessor's Share of Improved Item Expenses shall not be limited to the funds in the Capital Fund but, with respect to Stadium Equipment Expenses, shall be limited in accordance with Section 7.6.

**7.4 Voluntary Improvements; Other Improvements.**

(a) Either Lessor or Lessee may, from time to time, on reasonable advance notice to other party, recommend to the other the construction of additions, alterations or improvements to the Facilities that Lessor is not required to pay for (except pursuant to Section 7.1(c)) and that Lessee is not required to pay for (except pursuant to Section 7.2(c)) (the "*Voluntary Improvements*") and that do not (i) materially change the overall function or design of the Facilities or the aesthetics, sightlines, structure or systems (including the useful life thereof) of the Facilities or, with respect to any Lessor Voluntary Improvement, materially increase the Operating Expenses, (ii) render the Facilities a less desirable playing site for the Team, within the reasonable judgment of the NFL Team Entity, (iii) violate any Applicable Law or (iv) impact the availability of the Facilities for Team Home Games, TSU Home Games or any other events scheduled on Reserved Dates. Without limiting the foregoing, no Voluntary Improvement recommended by Lessor shall be permitted unless such improvement is to the Stadium itself (as contrasted with portions of the Facilities outside the Stadium) and only if it would not reduce the number of parking spaces on the Stadium Site. Without limiting the foregoing, no Voluntary Improvement recommended by Lessee shall be permitted unless (I) such improvement is to the Stadium itself, (II) such improvement (A) involves a Permitted Use or such other use approved of by Lessor (not to be unreasonably withheld), (B) is constructed (or a significant aspect of the construction is commenced) before the commencement of the fifth

anniversary of the Operating Period and (C) is located on a single five-acre tract in close proximity or adjacent to the Stadium and within the Stadium Site, which location shall be selected by Lessee and approved by Lessor (not to be unreasonably withheld) or such larger tract as is approved of by Lessor or (III) such improvement, if commenced after the five year period referred to in clause (B) preceding, (A) involves a use approved of by Lessor (not to be unreasonably withheld, but taking into account, and if necessary disapproving, any development that would unreasonably compete with a project of Lessor (or one that Lessor intends to commence substantial construction of within the following 12-month period)) and (B) is located on a single five-acre tract in close proximity or adjacent to the Stadium and within the Stadium Site, which location shall be selected by Lessee and approved by Lessor (not to be unreasonably withheld), or such larger tract approved of by Lessor. The recommending party shall then be permitted to cause the Voluntary Improvement to be constructed as promptly as possible (subject to Section 7.5 and the other parts of this Section 7.4), at the risk of the recommending party. In the event Lessee is the recommending party, Lessor shall, if requested by Lessee, use reasonable efforts, to the extent permitted by Applicable Law, to issue or cause to be issued additional notes, bonds or other indebtedness (maturing not later than the end of the Term) to finance 100% of the cost of any such Voluntary Improvement. In the event indebtedness described in the preceding sentence is incurred or arranged by Lessor, Lessee shall pay as Additional Rent amounts equal to (and payable at the same times as) the principal and interest payments on any such indebtedness.

(b) In addition to the rights granted in Section 7.4(a), in the event Lessor desires to construct material improvements on a portion of the Facilities then used exclusively for parking purposes (each such portion, a "*Development Tract*"), each Development Tract shall be made available to Lessor for such project and released from this Lease (and thus shall no longer be a part of the Facilities); provided that the exercise of such right by Lessor shall be subject to the following terms: (i) the Development Tract shall in all material respects be approximately in the shape of a rectangle, (ii) concurrently with the release of the Development Tract, Lessor shall either (I) furnish Lessee with a replacement tract adjacent to the land comprising the Facilities or immediately across a street therefrom (but not across Interstate 65) (the "*New Tract*") that is, in all material respects, as useful and functional (taking into account all relevant factors, including, without limitation, site size, ability to accommodate parking in the same manner (including number of parking spaces), access to the Stadium and public roads, traffic, and security matters) as the Development Tract, or (II) have substantially completed the construction of a parking deck (with such construction to be commenced, conducted and completed, to the maximum extent feasible, during the NFL off-season), or an addition thereto if a parking deck has previously been constructed as a portion of the Facilities, of not greater than three stories (including any such additions) (the "*Parking Deck*"), in accordance with Applicable Law and plans and specifications (with such minor deviations as are common in the construction of similar projects) and in a location approved by Lessee, such approvals not to be unreasonably withheld, which New Tract or Parking Deck, as applicable, shall be made subject to this Lease on the same terms and conditions as the remaining portions of the Facilities and thereafter shall be deemed part of the "Facilities;" (iii) the New Tract shall comply with all Applicable Law, including environmental laws, and shall have been improved to at least the same extent as the Development Tract (including, without limitation, paving and lighting); (iv) Lessor shall demonstrate reasonably its commitment to construct, or a commitment by others to

construct, material improvements which Lessor finds, as evidenced by the adoption of a resolution, is for a purpose in furtherance of the public interest in connection with the development of the Stadium area (such as, but not limited to, a hotel or entertainment facilities) on the Development Tract and a significant aspect of such construction (as opposed to ceremonial groundbreaking type activities) shall commence within 12 months after the date the Development Tract is released from this Lease; (v) the improvements constructed on the Development Tract shall be compatible with the First Class Condition of the Facilities and shall not include improvements or serve as a site for operations likely to result in a nuisance to the Facilities (whether due to noise, light, odor, other emissions or aesthetics); (vi) at all times the Stadium Site (as opposed to any New Tracts) shall include 4000 ground level open air parking spaces, which 4000 spaces shall include the 1500 spaces reserved for Lessee's use under Section 3.7 except to the extent space for such 4000 spaces is unavailable due to Lessee Voluntary Improvements; (vii) during the Operating Period, Lessor shall ensure to Lessee that no Development Tract shall be used for a casino or other gambling use; and (viii) the entire transaction, taken as a whole, shall not have a material adverse effect on Lessee or its rights under this Lease.

(c) In the event Lessee intends to develop a project of the nature described in Section 7.4(a)(II) or (III), at Lessee's request, Lessor shall have the right to cause the five-acre or other tract referred to in Section 7.4(a)(II)(C) or (III)(B) or portion thereof intended to be developed (the "*Lessee Development Tract*") to be released from this Lease and no longer part of the Facilities; provided, the exercise of such right shall be subject to the following terms: (i) the Lessee Development Tract shall in all material respects be approximately in the shape of a rectangle; (ii) concurrently with the release of the Lessee Development Tract, Lessee shall either (I) furnish Lessor with a replacement tract adjacent to the land comprising the Facilities or immediately across a street therefrom (but not across Interstate 65) (the "*Lessee New Tract*") that is, in all material respects, as useful and functional (taking into account all relevant factors, including, without limitation, access to the Stadium and public roads, traffic and security matters) as the Development Tract, or (II) pay Lessor a pro rata share (based on square footage) of the total amount paid and costs incurred by the Metropolitan Government (or the agency thereof) in originally acquiring the Stadium Site and a pro rata share of the parking development and related costs, (iii) the Lessee New Tract shall be made subject to this Lease on the same terms and conditions as the remaining portions of the Facilities and thereafter shall be deemed part of the "Facilities;" (iv) the Lessee New Tract shall comply with all Applicable Law, including environmental laws, and shall have been improved to at least the same extent as the Lessee Development Tract (including, without limitation, paving and lighting); (v) Lessee shall demonstrate reasonably its commitment to construct, or a commitment by others to construct, material improvements on the Lessee Development Tract and a significant aspect of such construction (as opposed to ceremonial groundbreaking type activities) shall commence within 12 months after the date the Lessee Development Tract is released from this Lease; (vi) the improvements constructed on the Lessee Development Tract shall be compatible with the First Class Condition of the Facilities and shall not include improvements or serve as a site for operations likely to result in a nuisance to the Facilities (whether due to noise, light, odor, other emissions or aesthetics); (vii) during the Operating Period, Lessee shall ensure to Lessor that no Lessee Development Tract shall be used for a casino or other gambling use; and (viii) the

entire transaction, taken as a whole, shall not have a material adverse effect on Lessor or its rights under this Lease.

**7.5 Cooperation During Projects.** Certain provisions of this Lease, including, without limitation, Sections 7.1 and 7.2, place upon Lessor and Lessee, as applicable, the responsibility for, or give such Persons the right to undertake, certain projects ("*Lessor Projects*" and "*Lessee Projects*," respectively) that will involve Refurbishing, construction, erection or improvement with respect to the Facilities. As the implementation and completion of any such project can involve the disruption of the use of the Facilities, each of Lessor and Lessee agrees to cooperate fully with the other in all reasonable ways in connection with each such project, including, without limitation, by notifying the other at least 60 days in advance, or such shorter advance notice as is reasonable under the circumstances, before undertaking any project involving expected expenses in excess of \$10,000. Lessee shall notify Lessor of any Lessor Project that Lessee desires Lessor to undertake. Each party shall advise and consult with the other concerning the selection of any architect, engineer or contractor that will work on any Lessee Project (except with respect to Lessee Voluntary Improvements outside of the Stadium) or Lessor Project involving expected expenses in excess of \$10,000 and to review in advance, and have a copy of the executed version of, any contract entered into by either party hereto with any such Person. With respect to Lessor Projects, Lessor and Lessee agree to work together in order to (a) assist Lessor in fulfilling its obligation to cause each such project to be implemented and completed as promptly as possible (taking into account the considerations referred to in clause (b)) and (b) cause each Lessor Project to disrupt the use of the Facilities as minimally as possible, so that, by way of example only, if the project is of such a nature that (i) implementing same during the NFL season will adversely affect the desirability or efficacy of the Facilities as the site for the Team Home Games, (ii) delaying implementation until the NFL off-season will not adversely affect health, safety or similar considerations with respect to Persons using the Facilities and will not violate Applicable Law, and (iii) so delaying such implementation is approved by Lessee, then such implementation will be so delayed. Lessor shall include in any Lessor Project the reasonable requests of Lessee so long as such requests do not increase the costs of such project.

**7.6 Stadium Equipment Expenses.**

(a) Subject to all of the provisions and limitations set forth in this Section 7.6, from time to time during the Operating Period, Lessee may (and Lessor shall take such action as is necessary to permit Lessee to), present Lessor with a certificate (a "*Presentation Certificate*") of the nature described below in this Section 7.6(a) and the supporting documentation described below and contemporaneously with such presentation Lessor shall draw against the Capital Fund and reimburse Lessee for Stadium Equipment Expenses incurred by Lessee and described in such certificate. Lessor and Lessee intend for the procedure described in the preceding sentence to be ministerial in nature so that Lessee may receive immediate reimbursement of expenses described in this Section 7.6, and Lessor shall take such actions as are necessary to ensure that such procedure functions without delay of any nature. If and to the extent funds in the Capital Fund are insufficient to cover all or a portion of the Stadium Equipment Expenses, Lessee may submit to Lessor an invoice requesting reimbursement of such expenses (a "*Reimbursement Request*"). Simultaneously with submitting any Presentation

Certificate or Reimbursement Request, Lessee shall furnish Lessor with the following: (i) a statement certified by an authorized representative of Lessee confirming that the Stadium Equipment Expenses for which Lessee seeks reimbursement (I) have not been previously reimbursed under this Section 7.6(a) as of the date of such presentation or request, (II) are "capital expenses" as classified in accordance with generally accepted accounting principles, (III) have been incurred for a Capital Project of the type described in clause (a) of the definition of "Capital Project" and (ii) such invoices, bills of sale or other written receipts that evidences Lessee's incurrence of such expenses. As provided above, Lessor will draw against the funds in the Capital Fund to reimburse Lessee upon Lessee's submission of a Presentation Certificate. Absent manifest error, upon receipt of a Reimbursement Request, Lessor promptly (and in no event more than five business days after receipt of such request) shall reimburse Lessee for the Stadium Equipment Expenses for which such request is submitted. Such payment shall be made to Lessee by check or wire transfer (in immediately available funds) and, if by wire transfer, to an account designated by Lessee to Lessor from time to time. Notwithstanding anything to the contrary in this Section 7.6 or elsewhere in this Lease, Lessor shall only be required to reimburse Lessee for the Stadium Equipment Expenses (or portion thereof) that, at the time of such presentation or request, do not exceed the Stadium Equipment Availability Amount at such time. With respect to the portion of the Stadium Equipment Expenses for which Lessee is not entitled to reimbursement because of the then depletion or insufficiency of the Stadium Equipment Availability Amount at the time, from time to time thereafter Lessee may resubmit a Presentation Certificate or a Reimbursement Request to Lessor for unreimbursed expenses, and shall be entitled to reimbursement if and to the extent the balance of the Stadium Equipment Availability Amount becomes sufficient to cover such expenses. Although the Capital Fund shall be made available to the extent and under the circumstances set forth above, the Stadium Equipment Availability Amount, and not the balance of the Capital Fund, shall establish the limits of Lessor's liability with respect to Stadium Equipment Expenses.

(b) Lessor may, at any time during the 60-day period following the expiration of the 90-day period after the end of each Lease Year, notify Lessee of its desire to obtain a third-party verification of the amounts and items for which Lessee has obtained reimbursement under Section 7.6(a) during such expired Lease Year. Within 20 days after Lessee's receipt of such request, Lessee at its expense shall engage Lessee's accountants (which shall be nationally recognized independent certified public accountants) to review the amounts and items for which Lessee obtained reimbursement under Section 7.6(a) during such expired Lease Year. Such accountants' review shall be limited to the portion of Lessee's Books and Records as are necessary to verify such items. Lessee shall direct such accountants (i) to deliver their report (which shall be addressed to Lessor and Lessee) to Lessor and Lessee within a reasonable period and in no event later than 45 days after being notified to proceed with their review; (ii) to advise Lessor and Lessee in such report whether any reimbursement obtained by Lessee under Section 7.6(a) for such expired Lease Year constituted error because of a departure from the reimbursement criteria set forth in Section 7.6(a) and, if so, to describe any such error in reasonable detail and (iv) to determine the payment owing from Lessee to Lessor to correct any such error. The report of such accountants shall be binding on the parties. Within ten days after its receipt of such accountants report, Lessee will deposit into the Capital Fund the amount (if any) that the accountants determine is owing to correct any error described above. The

accountants engaged by Lessee for the above purposes shall not be considered to be agents, representatives or independent contractors of Lessor.

**7.7 Miscellaneous Expenses.** This Lease contains a number of provisions that explicitly allocate the cost of certain items to Lessor or Lessee, as applicable, such as the cost of insurance maintained under Article 14, the cost to repair damage under Section 3.2(i) and the cost to purchase a protective covering under Section 3.2(c). Sections 7.1 and 7.2 are not intended to reallocate such explicitly allocated costs.

**7.8 Lessor Operating Expenses.**

(a) Lessor agrees that with respect to any Lease Year it will pay the sum of (i) up to \$2,000,000 of Operating Expenses incurred by Lessee during such Lease Year (the "*Lessor Operating Expense Limit*"); provided that the Lessor Operating Expense Limit for the last Lease Year shall be the product obtained by multiplying \$2,000,000 by a fraction, the numerator of which shall be the number of months in such last Lease Year and the denominator of which shall be 12, and (ii) if during such Lease Year any Possible Stadium Game cannot be played at the Facilities because of a Casualty, an NFL strike or other work stoppage, or other Force Majeure event, the cumulative Operating Expenses incurred by Lessee in all prior Lease Years to the extent such prior year's Operating Expenses have not previously been paid by Lessor pursuant to this Section 7.8(a); provided, however, that under no circumstances shall the aggregate amount of Operating Expenses that Lessor shall be required to pay for any Lease Year exceed the Lessor Operating Expense Limit. The aggregate amount of Lessor Operating Expenses that Lessor will be required to pay at any time during any Lease Year shall not exceed the aggregate amount of Base Rent that Lessee shall have been required to pay by such time during such Lease Year before giving effect to Lessee's right of offset under Section 4.4. The Operating Expenses that Lessor shall be required to pay pursuant to this Section 7.8(a) are referred to in this Lease as the "*Lessor Operating Expenses.*"

(b) Lessee will deliver invoices to Lessor representing the Operating Expenses that Lessee desires Lessor to pay pursuant to Section 7.8(a). Alternatively, Lessee may deliver copies of invoices for Operating Expenses to Lessor together with reasonable evidence of Lessee's payment of such invoices, and Lessor agrees to reimburse Lessee for such Operating Expenses to the same extent Lessor would be required to pay such Operating Expenses under Section 7.8(a). Lessor agrees to pay all invoices (or reimburse Lessee for all reimbursement requests) within 30 days of Lessor's receipt thereof as and to the extent Lessor is required to pay or reimburse Lessee for such Operating Expenses pursuant to this Section 7.8. Upon Lessor's written request, Lessee shall, at Lessee's expense, engage its accountants (which shall be nationally recognized independent certified public accountants) to review Lessee's Books and Records and all Operating Expense payment or reimbursement requests that Lessee shall have delivered to Lessor with respect to any Lease Year to verify that the expenses included in such payment or reimbursement requests are Operating Expenses that were incurred in the applicable Lease Year (or, under the circumstances described in Section 7.8(a)(ii), Operating Expenses incurred by Lessee in a prior Lease Year and not previously paid by Lessor pursuant to Section 7.8(a)), that the amount of the requested payments or reimbursements reflected in such requests is accurate and, in the case of reimbursement requests, that the Operating

Expenses underlying the reimbursement requests have been paid by or on behalf of Lessor (other than by Lessor in accordance with this Section 7.8). Lessor may make such request with respect to all or any portion of the requested payments or reimbursements made with respect to the applicable Lease Year. Lessee shall direct such accountants (i) to deliver their report on the matters specified in this Section 7.8(b) (which report shall be addressed to Lessor and Lessee) to Lessor and Lessee within a reasonable period (and in no event later than 45 days) after being notified to proceed with their review; and (ii) if the amount of the Operating Expenses for which Lessee has submitted payment or reimbursement requests is incorrect, to advise Lessor and Lessee in such report what the actual Operating Expenses payable by Lessor should be with respect to such payment or reimbursement requests. If the amount of Operating Expenses for which Lessee has submitted payment or reimbursement requests with respect to any Lease Year is incorrect, (I) there shall be an appropriate adjustment between Lessor and Lessee, and (II) Lessee shall be entitled to substitute for any Operating Expense disallowed by such accountants' report other Operating Expenses that Lessor would have been required to pay during the applicable Lease Year. The report of such accountants will be binding upon the parties. Such accountants shall not be considered to be agents, representatives or independent contractors of Lessor. Lessor will not be permitted to request, nor will Lessee be required to deliver, more than one accountants' report pursuant to this Section 7.8(b) with respect to any Lease Year. If Lessor shall not have requested such an accountants' report by not later than the 90th day following the end of a Lease Year, Lessee shall be deemed to have waived any objection to any payment or reimbursement request that Lessee shall have delivered to Lessor with respect to such Lease Year.

(c) Lessee will use reasonable efforts to minimize the number of invoices or reimbursement requests submitted to Lessor pursuant to this Section 7.8.

## ARTICLE 8. CASUALTIES AFFECTING THE FACILITIES

**8.1 Damage or Destruction.** If, at any time during the Term, the Facilities or any part thereof (other than Distinct Lessee Voluntary Improvements) shall be damaged or destroyed by a Casualty (the "*Damaged Facilities*"), Lessor, at its sole cost and expense, shall, except as provided in Section 8.3, commence and thereafter proceed as promptly as possible (subject to Section 7.5) to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to such Casualty. If, in Lessee's reasonable judgment, such repair, restoration and replacement of any Damaged Facilities in accordance with the preceding terms of this Section 8.1 cannot be completed prior to the next Team Home Game and prior to such completion the Facilities are not suitable for the playing of Team Home Games, Lessee shall so notify Lessor, and thereafter Lessor shall use all reasonable efforts to assist the Team Parties in finding a suitable, alternate site in the State, on terms and conditions favorable to the Team Parties, for the playing of all Team Home Games that cannot be played at the Facilities due to the Damaged Facilities. Obtaining a suitable alternate site shall in no manner diminish Lessor's obligations to repair, restore or replace the Damaged Facilities in accordance with the other provisions of this Section 8.1. The Rent shall be reduced by an equitable amount (based upon the extent of the interference with Lessee's use of the Facilities)

during the period from the time of the applicable Casualty until the Damaged Facilities are repaired, restored or replaced.

**8.2 Insurance Proceeds.** All proceeds from insurance maintained by Lessor in accordance with this Lease and paid on account of any damage or destruction to the Facilities shall be deposited into a separate, special account established by the Metropolitan Government for the benefit of Lessor (the "*Special Account*"). No funds deposited into the Special Account shall be withdrawn prior to the completion of the repair, restoration and replacement of all of the Damaged Facilities, except (a) for the purpose of making payments from time to time as repair, restoration and replacement work progresses in amounts equal to the sum of the cost of labor and materials incorporated into and used in such work and builders', architects' and engineers' fees and other charges in connection with such work and (b) upon delivery to Lessor (which Lessor shall promptly provide a copy to Lessee) of a certificate of an authorized architect, engineer, or construction manager in charge of such work certifying that the amounts so to be paid are then due and payable and have not theretofore been paid. Notwithstanding the foregoing, no funds shall be withdrawn from the Special Account unless each member of the Oversight Committee has approved such withdrawal, which approval will not be unreasonably withheld. Neither the unavailability of funds in the Special Account nor the failure of the Oversight Committee to approve any requested withdrawal shall diminish Lessor's obligations to repair, restore and replace the Damaged Facilities at its sole cost and expense, unless the reason for the failure of the Oversight Committee to approve of such withdrawal is attributable to the unreasonable withholding of approval by the representative of Lessee on the Oversight Committee.

**8.3 Alternatives to Restoration and Repair.** Notwithstanding the provisions set forth in Section 8.1, Lessor shall not be obligated to repair, restore and replace any of the Damaged Facilities if (a) Lessor elects in lieu of such repair, restoration and replacement to construct an alternate stadium that, in Lessee's sole judgment and discretion, is at least as desirable a playing site as the Facilities or (b) such damage or destruction is major in nature and occurs within the three-year period immediately preceding the expiration of the Term (assuming solely for this provision that the First Extension Option and the Second Extension Option will be exercised by Lessee, unless the time for exercising either such option shall have theretofore passed without such option having been exercised by Lessee) and Lessor elects not to repair, restore and replace the Damaged Facilities and remits all of the insurance proceeds (plus the amount of all insurance deductibles) to Lessee to the extent necessary to compensate Lessee for the damages it would suffer over the remainder of the Term by reason of the unavailability of the Facilities. Any election by Lessor under clause (a) or (b) must be made by so notifying Lessee within 60 days after the Casualty resulting in the Damaged Facilities, and if Lessor makes such election under clause (a), Lessor must (i) cause to be prepared preliminary plans and specifications for such alternate stadium that are approved by Lessee within 90 days after such notice, which approval shall be deemed given if notice of Lessee's disapproval thereof is not delivered to Lessor within 30 days of delivery of such plans and specifications (and a failure to gain such approval shall require Lessor to perform pursuant to Section 8.1), and (ii) then cause such alternate stadium (that meets the desirability test in clause (a)) to be constructed based upon such plans and specifications as promptly as possible. Upon completion, such alternate stadium shall become the "Facilities" covered by this Lease. If Lessee makes the election under clause

(a), no Rent shall be payable during the period from the date of the applicable Casualty until the completion of the alternate stadium and the Initial Term, the First Extension Period and the Second Extension Period (whichever is in effect as of the time of such Casualty) shall be extended by said period. If Lessee makes the election under clause (b), this Lease shall terminate as of such election.

## ARTICLE 9. TAXES

**9.1 Lessor Taxes.** Lessor shall pay all Taxes of any kind or nature whatsoever, general or special, ordinary or extraordinary, including, without limitation, real estate taxes and personal property taxes (other than for Taxes with respect to personal property owned by Lessee), that may be imposed by a Governmental Authority on or with respect to the Facilities or that may become payable out of or on account of the income received by Lessor from Lessee for the use or ownership of the Facilities.

**9.2 Reimbursable Taxes.** In light of the Rent payable by Lessee to Lessor hereunder and the substantial payments Lessee will make pursuant to Section 7.2, Lessor and Lessee do not anticipate nor intend that a Tax will be imposed by any Governmental Authority on or with respect to Lessee's leasehold estate or Lessee's other rights and interests created by this Lease. However, if Lessee is ever required to pay a Reimbursable Tax, then the next payment or payments of Rent hereunder shall automatically be reduced or eliminated, as may be required to fully credit and offset Lessee's payment of any Reimbursable Tax against the Rent. In addition to Lessee's right to offset payments of Rent by the amount of any Reimbursable Tax paid by Lessee, Lessee at any time may submit an invoice to Lessor following Lessee's payment of any Reimbursable Tax. In such case, Lessor shall, within 30 days after receipt of such invoice, reimburse Lessee for such invoice amount (less any amount that previously reduced the Rent) or otherwise relieve Lessee of the economic burden of such invoice amount in a manner acceptable to Lessee in Lessee's sole judgment and discretion. Notwithstanding the foregoing, if and to the extent any such reimbursement obligation involves a Targeted Tax that is a ticket, admission or similar Tax (a "*Targeted Ticket Tax*") imposed after the tenth full NFL season following the NFL season beginning in the first Lease Year, then Lessor's reimbursement obligation shall be limited to the excess, if any, of the Targeted Ticket Tax over the lesser of (a) \$3.00 per ticket or (b) 10% of the price of the ticket without the imposition of such Targeted Ticket Tax. If (i) a Targeted Tax is imposed by the State (including any Governmental Authority under the State other than the Metropolitan Government or any Government Authority under the Metropolitan Government), (ii) the revenues from such Targeted Tax are not retained by or paid or allocated to the Metropolitan Government or any Governmental Authority thereunder and (iii) Lessor notifies Lessee that Lessor is electing to terminate its reimbursement obligations with respect to such Targeted Tax effective 60 days after the date of such notice, then unless Lessee notifies Lessor prior to the end of such 60 day period that it is then waiving any further right to reimbursement, this Lease shall terminate as of the end of such 60 day period.

**9.3 Contest Rights.** Lessee or Lessor, as applicable, may contest the amount and validity of any Taxes referred to in Sections 9.1 and 9.2 in good faith and by appropriate proceedings. At either party's request, the other party shall cooperate in all reasonable respects with the requesting party in any action or proceeding involving the requesting party's contest of any such Taxes.

## **ARTICLE 10. REVENUES AND RELATED RIGHTS**

**10.1 Rights of Lessee to Revenues.** Except for the Excluded Revenues (such as the Civic Event Revenues, the TSU Revenues, and the PSL Revenues), Lessee shall be entitled to contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with the Facilities, including, without limitation, all gross revenues, royalties, license fees, concession fees and income and receipts of any nature, including, without limitation, those arising from (a) the sale or distribution of tickets or passes (including tickets to club seats, luxury suites and general admission seats) and PSLs or any other fee with respect to any seat, (b) the sale, lease, licensing of, or granting concession with respect to, advertising and other promotional rights of every nature, including those from Signage (interior or exterior) and printed material (including publications, tickets, programs, photographs, scorecards, media guides, yearbooks or flyers), (c) all Broadcast Rights, (d) parking, (e) promotion of events at the Facilities, (f) the sale of food, beverages, merchandise, programs and other goods and wares of any nature whatsoever at the Facilities and (g) the naming of, or the sale, lease or license of the right to name, the Facilities or any portion thereof.

**10.2 Facility Naming.** Lessee shall have the exclusive right to contract from time to time with any Person or Persons on such terms as Lessee determines with respect to the naming of the Facilities and any portion thereof; provided that (a) the term during which any such name shall apply shall expire no later than the expiration of the Term (whether on its scheduled termination date or by earlier exercise of any termination rights in this Lease or the Development Agreement) and (b) given Lessor's substantial interest in the Facilities and the public character thereof, Lessee shall not permit any name to be given to the Facilities or any portion thereof without Lessor's prior approval, which approval shall not be withheld unless the proposed name (i) violates Applicable Law or (ii) would reasonably cause embarrassment to Lessor (such as names containing slang, barbarisms or profanity, that relate to any sexually oriented business or enterprise or that contain any overt political reference). Lessor shall be deemed to have given its approval to any name requested by Lessee unless, within 15 days following Lessee's request for such approval, Lessor notifies Lessee of its disapproval and furnishes the reason for such disapproval in reasonable detail. Lessor shall not accept any payment from any third party in return for, or in connection with, giving such approval. Lessee agrees to indemnify, defend and hold harmless Lessor and the Metropolitan Government from any loss, cost, damage, settlement and cost of defense (including, without limitation, reasonable attorney's fees) arising out of any contract with respect to the naming of the Facilities.

**10.3 Advertising Rights.** Lessee shall have the exclusive right to control and contract with respect to (including entering into subtenancies and licenses and granting concessions) any advertising or other economic exploitation of the Facilities and all events at the Facilities, including, without limitation, Signage, advertising displayed on items worn or carried by the personnel at all events at the Facilities (such as ushers and ticket takers), ticket advertising, sponsorship of events, all logo or other forms of advertising affixed to or included with cups, hats, t-shirts and other concession or promotional items associated with sponsorships of all events at the Facilities, sponsor advertising on concession or "give away" merchandise, "Blimp" advertising, programs, pocket schedules, year books and all other print and display advertising, advertising of concessions within the Facilities (including menu boards and point of purchase concession advertising), announcements made on the Facilities' audio or video public address systems (including public service announcements), the Playing Field related advertising, and advertising in connection with the Broadcast Rights (the "**Advertising Rights**"); provided that, Lessor may exercise, with respect to the Civic Events, and TSU may exercise, with respect to the TSU Home Games, the Advertising Rights so long as such exercise (a) shall occur only in connection with, and on the date of, a Lessor Event (other than a Civic Event involving a Special Use) and (b) shall not violate (i) Applicable Law, (ii) NFL Rules and Regulations or (iii) any contractual obligation of Lessee or its Affiliates with respect to the Facilities. Lessor and Lessee acknowledge that certain Advertising Rights may confer substantial benefits on Lessee if Lessee agrees to certain exclusive or restrictive provisions. Lessee shall be permitted to enter into such agreements regarding Advertising Rights as its finds desirable (subject to the other terms of this Lease), including agreements imposing restrictions or granting rights of exclusivity; provided that, Lessee shall limit the number of agreements that are exclusive in nature to a reasonable number (taking into account all relevant factors, including, without limitation, the manner of operation of other NFL teams and stadiums) so that the Advertising Rights with respect to a Lessor Event can be exercised in a reasonable manner and with a reasonable expectation of having a reasonable opportunity of earning Civic Event Revenues or TSU Revenues, as the case may be, therefrom. In order to assist in the exercise of the Advertising Rights by Lessor and TSU, as applicable, Lessee shall keep Lessor and TSU regularly advised of the existence of such exclusive agreements. In addition, Lessor and, pursuant to the terms of the TSU Agreement, TSU shall furnish Lessee reasonably in advance of the applicable Lessor Event with a description in reasonable detail of the manner in which it intends to exercise Advertising Rights with respect to the Lessor Event so that Lessee may determine whether the exercise of such rights would conflict with the terms of the contractual obligations of Lessee and its Affiliates.

**10.4 Broadcast Rights.** Lessee shall have the exclusive right to control, conduct, lease, license, grant concessions with respect to, sell, benefit, control and enter into agreements with respect to all radio and television broadcasting, film or tape reproductions, closed circuit, cable or pay television or radio rights and similar rights by whatever means or process, now existing or hereafter developed, for preserving, transmitting, disseminating or reproducing for hearing or viewing events at the Facilities (the "**Broadcast Rights**"); provided that, Lessor may exercise, with respect to the Civic Events, and TSU may exercise, with respect to the TSU Home Games, the Broadcast Rights so long as such exercise (a) shall occur only in connection with, and on the date of, a Lessor Event (other than a Civic Event involving a Special Use) and (b) shall not violate (i) Applicable Law, (ii) NFL Rules and Regulations or (iii)

any contractual obligation of Lessee or its Affiliates with respect to the Facilities. Lessor and Lessee acknowledge that certain Broadcast Rights may confer substantial benefits on Lessee if Lessee agrees to certain exclusive or restrictive provisions. Lessee shall be permitted to enter into such agreements regarding Broadcast Rights as its finds desirable (subject to the other terms of this Lease), including agreements imposing restrictions or granting rights of exclusivity; provided that Lessee shall limit the number and scope of agreements that are exclusive in nature to a reasonable number and scope (taking into account all relevant factors, including, without limitation, the manner of operation of other NFL teams and stadiums) so that the Broadcast Rights with respect to a Lessor Event can be exercised in a reasonable manner and with a reasonable expectation of having a reasonable opportunity of earning Civic Events Revenues or TSU Revenues, as the case may be, therefrom; and provided further that Lessee shall not enter into agreements that grant to any Person the right to the Broadcast Rights with respect to Lessor Events for such events. In order to assist in the exercise of the Broadcast Rights by Lessor and TSU, as applicable, Lessee shall keep Lessor and TSU regularly advised of the existence of such exclusive agreements. In addition, Lessor and, pursuant to the terms of the TSU Agreement, TSU shall furnish Lessee reasonably in advance of the applicable Lessor Event with a description in reasonable detail of the manner in which it intends to exercise Broadcast Rights with respect to the Lessor Event date so that Lessee may determine whether the exercise of such rights would conflict with the terms of the contractual obligations of Lessee and its Affiliates.

#### ARTICLE 11.

#### QUIET ENJOYMENT; PRIORITY OF LEASEHOLD INTEREST

**11.1 Quiet Enjoyment.** Lessor covenants and warrants that Lessee, on paying the Rent and other payments required under this Lease and performing and observing all of its covenants and agreements contained in this Lease, shall and may peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Facilities during the Term, and may exercise all of its rights hereunder, subject only to the provisions of this Lease. Lessor agrees to warrant and forever defend Lessee's right to such occupancy, use, and enjoyment of the Facilities against any claims of any and all Persons whomsoever lawfully claiming or to claim the same, or any part thereof, subject only to the provisions of this Lease.

**11.2 Leasehold Priority.** Lessor covenants that Lessee's leasehold interests in, and other rights to, the Facilities arising under this Lease shall be senior and prior to the interests of all other Persons, including, without limitation, any Lien existing, created or arising in connection with the construction or financing of the Facilities or any portion thereof, including any Lien securing the Public Debt; provided that Lessee acknowledges that it may be required to subordinate its interest in the Facilities to any Lien securing indebtedness incurred or arranged by Lessor to finance a Voluntary Improvement recommended by Lessee pursuant to Section 7.4. Lessor shall provide from time to time such evidence as Lessee reasonably requests to confirm Lessor's ownership of the Facilities, that Lessee's interest in the Facilities is prior to all others, subject only to the terms of this Lease and, if applicable, any Lien securing said Lessee Voluntary Improvement indebtedness, and that there are and will be no other Liens

affecting the Facilities other than Permitted Encumbrances and other than as provided in Section 11.3.

### **11.3 Mortgages.**

(a) Lessee agrees not to grant a Lien securing indebtedness for borrowed money against or with respect to the leasehold estate in favor of Lessee created by this Lease.

(b) Lessor shall be permitted to grant a Lien against or with respect to its interests in the Facilities to secure the Public Debt or a Lien to secure the State Interest; provided that (i) such Lien, when created on imposed, shall be subordinated to the interests of Lessee under this Lease pursuant to the terms of a subordination and attornment agreement reasonably acceptable to Lessee and (ii) the principal amount of such Public Debt shall not exceed \$75 million.

## **ARTICLE 12. CONDEMNATION**

**12.1 Total Condemnation.** If, at any time during the Operating Period, title to the whole or substantially all of the Facilities shall be taken in condemnation proceedings or by any right of eminent domain, Lessee, in its sole discretion, may terminate this Lease as of the date of such taking. For purposes of this Article 12, "substantially all of the Facilities" shall be deemed to have been taken if the untaken portion cannot be practically and economically used by Lessee for the purposes and at the times contemplated by this Lease. All of the award or awards received on account of such taking (including all compensation for the Facilities and improvements or portions thereof taken, and damages, if any, to the parts of the Facilities and improvements not so taken) shall be divided between Lessor and Lessee on an equitable basis, based upon the loss and damage suffered by each by reason of such taking.

**12.2 Condemnation of Part.** In the event of condemnation of less than the whole or substantially all of the Facilities during the Operating Period, the Term shall not be reduced, extended or affected in any way, and the following provisions shall apply:

(a) Lessor, at its sole cost and expense, shall commence and thereafter proceed as promptly as possible (subject to Section 7.5) to repair, restore and replace the remaining part of the Facilities (other than Distinct Lessee Voluntary Improvements) as nearly as possible to their former condition.

(b) Upon any such taking, Lessor shall establish and maintain an account (the "*Condemnation Award Account*") into which the award or awards received on account of such taking (including all compensation for the Facilities and improvements or portions thereof taken, and damages, if any, to the parts of the Facilities and improvements not taken) shall be deposited. Awards attributable to Distinct Lessee Voluntary Improvements shall be promptly withdrawn from such account and disbursed to Lessee. The funds deposited in the Condemnation Award Account may be used only to pay for the periodic costs incurred to repair,

restore and replace the remaining part of the Facilities (other than Distinct Lessee Voluntary Improvements) as nearly as possible to their former condition. No funds deposited into the Condemnation Award Account shall be withdrawn prior to the completion of such repair, restoration and replacement, except (i) for the purpose of making payments from time to time as repair, restoration and replacement work progresses in amounts equal to the sum of the cost of labor and materials incorporated into and used in such work and builders', architects' and engineers' fees and other charges in connection with such work and (ii) upon delivery to Lessor (which Lessor shall promptly provide a copy to Lessee) of a certificate of an authorized architect, engineer, or construction manager in charge of such work certifying that the amounts so to be paid are then due and payable and have not theretofore been paid. The unavailability of funds in the Condemnation Award Account shall not diminish Lessor's obligation to so repair, restore and replace the remaining part of the Facilities at its sole cost and expense. Any funds that remain in the Condemnation Award Account upon completion of such repair, restoration and replacement work shall be divided between Lessor and Lessee on an equitable basis, based upon the loss and damage suffered by each by reason of such taking.

(c) The Base Rent payable for each Lease Year during the balance of this Term following a partial taking shall be reduced by an amount that is equitable, based upon the extent of the partial taking.

**12.3 Temporary Taking.** If the whole or any part of the Facilities or of Lessee's interest in this Lease (in each case, other than with respect to a Distinct Lessee Voluntary Improvement) shall be taken in condemnation proceedings or by any right of eminent domain for a temporary use or occupancy, the Term shall not be reduced, extended or affected in any way, but the Base Rent payable during such time shall be reduced by an amount that is equitable, based upon the extent of the temporary taking and the amount of the award or awards received by Lessee pursuant to the last sentence of this Section 12.3. Except only to the extent that they are prevented from so doing pursuant to the terms of the order of the condemning authority, Lessee and Lessor shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Lease as though such taking had not occurred. In the event of any such taking, Lessee shall be entitled to receive the entire amount of any award or awards made for such taking.

**12.4 Condemnation Proceedings.** Lessee and Lessor shall each have the right, at its own expense, to appear in any condemnation proceeding and to participate in any and all hearings, trials and appeals therein.

**12.5 Notice of Condemnation.** In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceeding affecting the Facilities, the party receiving such notice shall promptly notify the other party.